

850  
①

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD  
ALBERT H. GREENE  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE  
MILTON C. GRACE\*  
GEORGE JOHN KEEFE  
RICHARD N. BAGENSTOS

\* NOT A MEMBER OF D.C. BAR  
\*\* ALSO A MEMBER OF CHICAGO BAR

LAW OFFICES  
ALVORD AND ALVORD

200 WORLD CENTER BUILDING  
918 SIXTEENTH STREET, N.W.  
WASHINGTON, D.C.

RECEIVED  
JUN 27 1 34 PM '80

OF COUNSEL  
JESS LARSON  
URBAN A. LESTER

CABLE ADDRESS  
"ALVORD"

TELEPHONE  
AREA CODE 202  
393-2266

TELEX  
440348 COAA UI

RECORDATION NO. 1425

20006

I.C.C.  
FEE OPERATION BR.

JUN 27 1980 4 40 PM June 26, 1980

INTERSTATE COMMERCE COMMISSION

0-179A059

11943

No.

JUN 27 1980

Agatha L. Mergenovich, Secretary

Interstate Commerce Commission

Washington, D.C. 20434 JUN 27 1980 1 40 PM

Fee \$ 50.00

Dear Madam:

ICC Washington, D. C.  
INTERSTATE COMMERCE COMMISSION

Enclosed for recordation under the provisions of 49 U.S.C. §11303 are two executed copies and one xerox copy of a Car Leasing Agreement-Lease No. 8001 dated February 1, 1980.

A general description of the railroad rolling stock covered by the enclosed document is as follows:

Fifty (50) 4750 cubic foot covered hopper cars bearing reporting mark and numbers IMTX 801001 to IMTX 801050, both inclusive.

The names and addresses of the parties to the enclosed document are:

Lessee: International Multifoods Corporation  
Multifoods Building  
Eighth and Marquette  
Minneapolis, Minnesota 55402

Lessor: Multifoods Transportation, Inc.  
Multifoods Building  
Eighth and Marquette  
Minneapolis, Minnesota 55402

The undersigned is Agent for the Lessor mentioned in the enclosed document and has knowledge of the matters set forth therein.

Please return the copies of the document not needed for recordation purposes to Robert P. Davis, Esq., Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Also enclosed is a check in the amount of \$50.00 covering the required recording fee.

Very truly yours,

ALVORD AND ALVORD

By Charles T. Kappler  
Charles T. Kappler

Countersigned @ T. Kappler

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**6/27/80**

**OFFICE OF THE SECRETARY**

**Charles T. Kappler, Esq.  
Alvord & Alvord  
200 World Center Building  
918 16th St, N.W.  
Washington, D.C. 20006**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **6/27/80** at **1:40pm**, and assigned re-recording number(s). **11943 & 11944**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

MULTIFOODS TRANSPORTATION, INC.

Car Leasing Agreement  
Lease No. 8001

RECORDATION NO. 11943 Filed 1425

JUN 27 1980 - 1 40 PM

INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, dated the 1st day of February, 1980, by and between Multifoods Transportation, Inc., a Delaware corporation ("Lessor") and International Multifoods Corporation, a Delaware corporation ("Lessee"),

W I T N E S S E T H :

1. Description of Cars - Rental Charges. Lessor shall furnish to Lessee, and Lessee shall accept and use, upon the terms and conditions herein set forth, the following described cars ("Cars") for the use of each of which Lessee shall pay to Lessor the following rental charges:

<u>No. of Cars</u>	<u>Type</u>	<u>Approximate Capacity Per Car</u>	<u>Rental Charges Per Car Per Month</u>
50	covered hopper rail cars bearing numbers IMTX 801001 to 801050	4,750 cu. ft.	\$407.00

The rental charges shall commence with regard to each of the Cars upon - February 1, 1980 -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
("Rental Date") and shall continue in effect thereafter until each

of the Cars shall be returned to Lessor (or settled for by reason of loss or casualty) in accordance with this Lease. The rental charges shall accrue monthly, in advance, upon the first day of each month, and shall be prorated for any period less than one month. Lessee shall be invoiced monthly. Payments, without deduction, shall be made to Lessor at the address designated upon the invoice, within ten days following the date of receipt of such invoice by Lessee.

2. Delivery and Acceptance of Cars. Lessor will cause the Cars to be tendered to the Lessee at such location as is agreeable to both parties. Upon such tender, Lessee will cause each of the Cars to be inspected and if found in good order and ready for service will execute and deliver to the Lessor an Acceptance Certificate, which shall evidence Lessor's delivery and Lessee's acceptance of the tendered Cars for use pursuant to the terms and conditions of this Lease.

3. Maintenance of Cars. The Lessee agrees that, at its own cost and expense, it will maintain and keep each of the Cars subject to this Lease in good operating order, repair and condition, ordinary wear and tear excepted, and eligible for railroad interchange in accordance with the interchange rules of the American Association of Railroads or other applicable regulatory body, and in the same condition as other similar equipment owned or leased by Lessee.

4. Inspection. Lessor shall have the right to inspect any of the Cars at all reasonable times.

5. Taxes. In the event any taxes or assessments greater than those already in force at the date hereof are levied by any taxing or assessment authority against any of the Cars subject to the terms of this Lease and payable by the Lessor, the Lessee shall pay to Lessor, in addition to the rentals and all other amounts payable hereunder, an amount equal to the amount of such additional taxes or assessments.

6. Indemnification. Lessee agrees to indemnify and hold Lessor harmless from and against any loss, liability, claims, damage or expense (including, the reasonable cost of investigating and defending against any claims for damages) arising out of or in connection with the use of the Cars during the term of this Lease, excepting any loss, liability, claim, damage or expense which is attributable to the negligence or omission of Lessor, its agents or employees.

7. Casualty. In the event that any of the Cars shall be or become worn out, lost, stolen, destroyed, or, in the opinion of the Lessee, irreparably damaged, from any cause whatsoever during the term of this Lease or until any such Car is returned to Lessee upon termination of this Lease, or any of the Cars is taken or requisitioned by condemnation or otherwise by the United States Government resulting in loss of possession by the Lessee, the Lessee shall promptly notify the Lessor with respect thereto. On the next succeeding monthly rental payment date, Lessee shall pay to the Lessor a sum equal to the Casualty Value (as defined herein) of any such Car as of such rental payment date, plus the monthly rental in respect of the Car accrued as of such rental payment date.

The casualty value of each Car on which payment is to be made by Lessee shall be an amount equal to that percentage of the Car Value as is set forth in Exhibit A hereto opposite the casualty payment date next succeeding the actual date of such casualty occurrence.

8. Insurance. The Lessee will at all times prior to the return of the Cars to the Lessor at its own expense cause to be carried and maintained public liability insurance with respect to third party personal injury and property damage and may, at its option, cause to be carried and maintained property insurance in respect of the Cars at the time subject to this Lease. Lessor shall be a named insured on all such policies of insurance and certificates of insurance shall be furnished to Lessor.

9. Assignment. Lessee may not transfer or assign this Lease or any of the Cars without Lessor's prior written consent. Lessor may assign its rights and benefits under this Lease to any person without the consent of Lessee and Lessor may grant security interests in the Cars to third-party lenders. Lessor agrees that so long as Lessee is not in default in the performance of its obligations hereunder, Lessee shall be entitled to the possession and use of the Cars and no assignment by Lessor or grant of a security interest shall abrogate Lessee's rights of use and possession.

10. Term of Lease. The term of this Lease shall begin on the date of this Lease and shall remain in effect for one year after the commencement of the Rental Date, and thereafter automatically renewed for yearly periods unless 30 days prior to the expiration of each renewal year notice in writing is given by either party to the other of its intention to terminate this Lease.

This Lease may be terminated at any time by the Lessor in the event Lessee fails to timely fulfill its rental payment or other obligations hereunder and such failure continues or is not cured within ten days after receipt of written notice from Lessor.

Upon termination of this Lease Lessee agrees to return the Cars to the Lessor at the place or places designated by Lessor in the same general condition as received, reasonable wear and tear excepted, free from all charges and liens which may result from any act or default of the Lessee, and in a condition suitable for the carriage of grain in bulk.

11. Net Lease. This Lease is a net lease. Lessee's obligations to pay all rentals and other amounts hereunder shall be absolute and unconditional and Lessee shall not be entitled to any abatement of rent or such other amounts, reduction thereof or setoff against rent or such other amounts, including, but not limited to, abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of Lessee against Lessor or any assigns of Lessor under this Lease; nor, shall this Lease terminate, or the respective obligations of Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Cars from whatsoever cause, any liens, encumbrances or rights of others with respect to any of the Cars, the prohibition of or other restriction against the Lessee's use of all or any of the Cars, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, any insolvency of or any bankruptcy, reorganization or similar proceeding against the Lessee, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

LESSOR

MULTIFOODS TRANSPORTATION, INC.

By JNF / Alvin L. Suggs  
Its Vice President

LESSEE

INTERNATIONAL MULTIFOODS CORPORATION

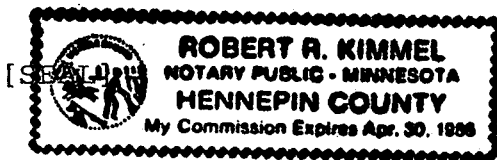
By Earl M. Lowen  
Its Vice President

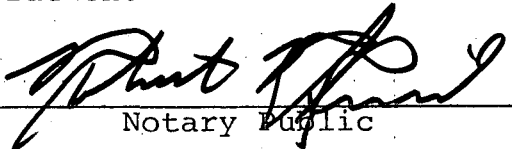
STATE OF MINNESOTA)

) SS

COUNTY OF HENNEPIN)

On this 11th day of February, 1980, before me personally appeared Alvin L. Huggins, to me personally known, who being by me duly sworn, says that he is a Vice President of MULTIFOODS TRANSPORTATION, INC., a Delaware corporation, that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



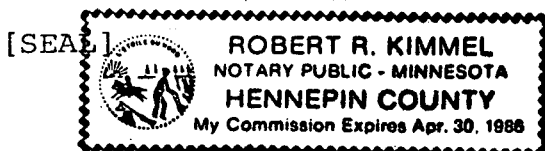
  
Notary Public

STATE OF MINNESOTA)

) SS

COUNTY OF HENNEPIN)

On this 11th day of February, 1980, before me personally appeared Earl N. Sonnesyn, to me personally known, who being by me duly sworn, says that he is a Vice President of INTERNATIONAL MULTIFOODS CORPORATION, a Delaware corporation, that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



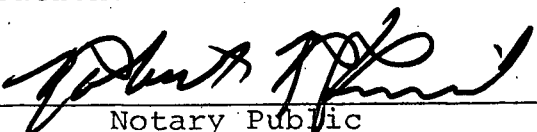
  
Notary Public



Exhibit "A"

CASUALTY VALUES

<u>Casualty Payment Date</u>	<u>Percentage of Car Value</u>
First five years of term after Rental Date	100% of base cost of \$43,000
After five years	As agreed at time of renewal of term